



During the period the partnership existed, it bid a job at a Wichita shopping center. In November 1994, after the partnership was discontinued and after additional negotiations between the shopping center, architects and Murray, the contract was awarded to Murray and Stuber. A written contract for the work was then entered into by the shopping center and Murray Painting Contractors. Murray acquiesced when Stuber asked to perform the work. Stuber hired the claimant to work on the project.

The Appeals Board finds that the respondent is responsible for claimant's workers compensation benefits under this factual situation. Whether the Murray-Stuber relationship was a joint venture, a partnership, or that of principal and subcontractor, the respondent is responsible for payment of workers compensation benefits for the claimant either as an immediate employer, or as a principal under K.S.A. 44-503.

**WHEREFORE**, it is the finding, decision, and order of the Appeals Board that the Preliminary Hearing Order of Administrative Law Judge John D. Clark entered in this proceeding on June 1, 1995, should be, and hereby is, affirmed.

**IT IS SO ORDERED.**

Dated this \_\_\_\_ day of July 1995.

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BOARD MEMBER

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BOARD MEMBER

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BOARD MEMBER

c: Dennis L. Phelps, Wichita, Kansas  
William L. Townsley, III, Wichita, Kansas  
Steven L. Foulston, Wichita, Kansas  
John D. Clark, Administrative Law Judge  
David A. Shufelt, Acting Director